

Services of Bernard Haldane Associates. Defendant Benton operated from her principal place of business at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

3. Defendant Benton participated in the deceptive acts of GCM Group of Indianapolis, Inc. ("corporate Defendant") and personally committed the specified deceptive acts alleged in this Complaint. Defendant Benton also acted as an agent of the corporate Defendant.

4. At all times relevant to this Complaint, Defendant David W. Caswell was an individual providing or purporting to provide career services to consumers as an officer, employee, manager, or supervisor of Bernard Haldane Associates. Defendant Caswell operated from his principal place of business at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

5. Defendant Caswell participated in the deceptive acts of the corporate Defendant and personally committed the specified deceptive acts alleged in this Complaint. Defendant Caswell also acted as an agent of the corporate Defendant.

6. At all times relevant to this Complaint, Defendant Alfred P. O'Neill was an individual providing or purporting to provide career services to consumers as a manager, supervisor, or employee of Bernard Haldane Associates. Defendant O'Neill operated from his principal place of business at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

7. Defendant O'Neill participated in the deceptive acts of the corporate Defendant and personally committed the specified deceptive acts alleged in this Complaint. Defendant O'Neill also acted as an agent of the corporate Defendant.

8. At all times relevant to this Complaint, Defendant GCM Group of Indianapolis, Inc., was a foreign corporation providing or purporting to provide career services to consumers

from its principal place of business at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

9. GCM Group of Indianapolis, Inc. has operated under the assumed business names of Bernard Haldane Associates and BH Careers International.

FACTS

10. Since at least October 2003, Defendants have offered career services to consumers.

11. Defendants sold their services to at least the following consumers:

- a. On or about November 10, 2003, Defendant Caswell, on behalf of Defendants, entered into a contract with Tony Szymanski ("consumer Szymanski") of South Bend, Indiana, wherein Defendants represented that they would provide services to consumer Szymanski for a fee of Two Thousand Nine Hundred and Fifty Dollars (\$2,950.00), which consumer Szymanski paid.
- b. On or about December 8, 2003, Defendant Caswell, on behalf of Defendants, entered into a contract with C. David Wagner ("consumer Wagner") of Rensselaer, Indiana, wherein Defendants represented that they would provide services to consumer Wagner for a fee of Five Thousand Eight Hundred Dollars (\$5,800.00), which consumer Wagner paid.
- c. On or about January 22, 2004, Defendant Caswell, on behalf of Defendants, entered into a contract with Jerry Baumgartner ("consumer Baumgartner") of Jasper, Indiana, wherein Defendants represented that

they would provide services to consumer Baumgartner for a fee of Five Thousand Eight Hundred and Fifty-Nine Dollars (\$5,859.00), which consumer Baumgartner paid.

- d. On or about March 30, 2004, Defendant O'Neill, on behalf of Defendants, entered into a contract with Melvin Bolden ("consumer Bolden") of Greenwood, Indiana, wherein Defendants represented that they would provide services to consumer Bolden for a fee of Four Thousand Nine Hundred Dollars (\$4,900.00), which consumer Bolden paid.
- e. On or about April 14, 2004, Defendant Caswell, on behalf of Defendants, entered into a contract with Robert L. Tarter ("consumer Tarter") of Nashville, Indiana, wherein Defendants represented that they would provide services to consumer Tarter for a fee of Six Thousand Three Hundred and Sixty-Three Dollars (\$6,363.00), which consumer Tarter paid.
- f. On or about June 3, 2004, Defendant O'Neill, on behalf of Defendants, entered into a contract with Charles Max Lipperd ("consumer Lipperd") of Indianapolis, Indiana, wherein Defendants represented that they would provide services to consumer Lipperd for a fee of Four Thousand Nine Hundred Dollars (\$4,900.00), which consumer Lipperd paid.
- g. On or about June 11, 2004, Defendant O'Neill, on behalf of Defendants, entered into a contract with Angel M. Hernandez ("consumer Hernandez") wherein Defendants represented that they would provide services to

consumer Hernandez for a fee of Three Thousand Nine Hundred Dollars (\$3,900.00), which consumer Hernandez paid.

- h. On or about August 21, 2004, Defendant O'Neill, on behalf of Defendants, entered into a contract with Daniel W. Clark ("consumer Clark") of Fillmore, Indiana, wherein Defendants represented that they would provide services to consumer Clark for a fee of Five Thousand Four Hundred Dollars (\$5,400.00), which consumer Clark paid.
- i. On or about September 22, 2004, Defendant O'Neill, on behalf of Defendants, entered into a contract with Larry McKee ("consumer McKee") of Indianapolis, Indiana, wherein Defendants represented that they would provide services to consumer McKee for a fee of Nine Thousand Five Hundred Dollars (\$9,500.00), of which consumer McKee paid Six Thousand Five Hundred Dollars (\$6,500.00), with the balance due only if consumer McKee obtained a job paying a base salary in excess of One Hundred Thousand Dollars (\$100,000.00) and a signing bonus of at least Fifteen Thousand Dollars (\$15,000.00).
- j. On or about October 5, 2004, Defendant O'Neill, on behalf of Defendants, entered into a contract with Douglas Whitham ("consumer Whitham") of Coatesville, Indiana, wherein Defendants represented that they would provide services to consumer Whitham for a fee of Five Thousand Four Hundred Dollars (\$5,400.00), which consumer Whitham paid.

**Defendants' Misrepresentations Regarding Bernard Haldane Associates'
Access to a "Hidden Job Market"**

12. During the course of their transactions with consumers, Defendants represented that Bernard Haldane Associates had access to a "hidden job market," to which others did not have access, and which would benefit consumers who purchased Defendants' services.

Specifically, Defendants made the following representations:

- a. On or about December 8, 2003, one or more Defendants told consumer Wagner that Bernard Haldane Associates had a list of 70,000 jobs, which were available exclusively through Defendants' services.
- b. On or about December 12, 2003, consumer Szymanski communicated to Defendants that he understood Bernard Haldane Associates to have access to a "hidden job market;" Defendants never acted to advise consumer Szymanski otherwise following this communication to them.
- c. On or about January 22, 2004, Defendant Caswell told consumer Baumgartner that Bernard Haldane Associates had access to a hidden job market, and told consumer Baumgartner that 1) in many instances the best jobs are not advertised and 2) consumer Baumgartner had a better chance of securing employment by working with Bernard Haldane Associates because it or Defendants knew employers, worked with them regularly, and had an "inside track" with them.

13. In fact, Bernard Haldane Associates did not have access to any hidden job market, Defendants failed to provide access to a hidden job market to consumers who purchased their services, or Defendants failed to use Bernard Haldane Associates' access to a hidden job market to assist consumers who purchased their services to secure employment.

**Defendants' Misrepresentations Regarding Bernard Haldane Associates'
Direct Contact with Hiring Agents**

14. During the course of their transactions with consumers, Defendants represented that Bernard Haldane Associates maintained direct contact with hiring agents of specific employers, which would benefit consumers who purchased Defendants' services. Specifically, Defendants made at least the following representations:

- a. On or about January 22, 2004, Defendant Caswell told consumer Baumgartner that 1) in many instances the best jobs are not advertised and 2) consumer Baumgartner had a better chance of securing employment by working with Bernard Haldane Associates because it or Defendants knew employers, worked with them regularly, and had an "inside track" with them.
- b. On or about March 2004, Defendant Benton told consumer Szymanski that Bernard Haldane Associates had contacts with major companies throughout the world, and that a list of these contacts would be provided to him following his attendance at a Bernard Haldane Associates seminar.
- c. On or about June 2, 2004, Defendant O'Neill told consumer Lipperd that Defendants would place consumer Lipperd in a temporary job paying at least \$10 per hour within ten days, and that Defendants had the contacts to secure the temporary job for him.
- d. On or about October 5, 2004, Defendant O'Neill told consumer Whitham that Defendants had "inside information" on job listings.

15. In fact, Bernard Haldane Associates did not maintain such contacts, Defendants failed to provide these contacts to consumers who purchased their services, or Defendants failed to use these contacts to assist consumers who purchased their services secure employment.

**Defendants' Misrepresentations Regarding Bernard Haldane Associates'
Provision of Specific Job Leads**

16. During the course of their transactions with consumers, Defendants represented that they knew of jobs or job leads consisting of specific employers seeking to fill positions for which specific consumers were qualified, which would benefit these consumers. Specifically, Defendants made at least the following representations:

- a. On or about December 8, 2003, one or more Defendants told consumer Wagner that they had three particular jobs for consumer Wagner: 1) construction manager of new stores for McDonald's corporation, 2) remodeling and construction employee for new and existing stores for PepsiCo corporation, and 3) new product demonstrator for Hewlett Packard corporation.
- b. On or about January 22, 2004, Defendant Caswell told consumer Baumgartner that Defendants would secure interviews for consumer Baumgartner with several major employers, including: 1) Eli Lilly corporation, 2) Roche corporation, and 3) Guidant corporation. Defendant Caswell also told consumer Baumgartner that his salary would be \$10,000 to \$15,000 more than what consumer Baumgartner was currently making.
- c. On or about March 30, 2004, Defendant O'Neill told consumer Bolden that Defendants would place consumer Bolden in a position where he would receive an annual salary of \$40,000 to \$50,000.

- d. On or about April 14, 2004, Defendant Caswell told consumer Tarter that several employers, including Eli Lilly corporation and Dow Agra corporation, were seeking to hire an individual with his skills for a salary range of \$140,000 to \$150,000 per year.
- e. On or about June 2, 2004, Defendant O'Neill told consumer Lipperd that Defendants would place consumer Lipperd in a temporary job paying at least \$10 per hour within ten days.
- f. On or about June 11, 2004, Defendant O'Neill told consumer Hernandez that Defendants would give consumer Hernandez the contact information of hiring managers and key decision makers from the best information technology companies, and other companies, in Indianapolis.

17. In fact, Defendants knew of no such jobs or job leads, Defendants failed to provide the leads to consumers who purchased their services, or Defendants failed to assist consumers who purchased their services secure either interviews or employment through the leads.

**Defendants' Misrepresentations Regarding Bernard Haldane Associates'
Fee Refunds or Reimbursements**

18. During the course of their transactions with consumers, Defendants represented that Bernard Haldane Associates or employers would regularly refund or reimburse the fee consumers paid to Bernard Haldane Associates when the consumers secured employment, or even if the consumers failed to secure employment. Specifically, Defendants made at least the following representations:

- a. On or about November 10, 2003, Defendant Caswell told consumer Szymanski that the fee consumer Szymanski paid to Defendants would be

reimbursed by consumer Szymanski's new employer within thirty days of his hire.

- b. On or about May 24, 2004, Defendant Benton purported to correct Defendant Caswell's initial statement regarding the time within which consumer Szymanski's money would be refunded, stating that consumer Szymanski's employer would reimburse the fees consumer Szymanski paid to Defendants within sixty, rather than thirty, days of his hire.
- c. On or about December 8, 2003, Defendant Caswell told consumer Wagner that Wagner's employer would refund the fees consumer Wagner paid to Defendants shortly after the employer hired consumer Wagner.
- d. On or about January 22, 2004, Defendant Caswell told consumer Baumgartner that should Defendants be unable to place him in a job, Defendants would refund the fee consumer Baumgartner paid to them.
- e. On or about April 14, 2004, Defendant Caswell told consumer Tarter that consumer Tarter should not have to pay for Defendants' services and that Defendants would help consumer Tarter negotiate with his prospective employer to reimburse him the fees he paid to Defendants. Defendant Caswell also told consumer Tarter that Defendants would refund the money consumer Tarter paid to them if he was dissatisfied with the services Defendants provided.
- f. On or about August 21, 2004, Defendant O'Neill told consumer Clark that most employers would offer a signing bonus upon making a job offer

which could be used to reimburse consumer Clark for the fees he paid to Defendants.

19. In fact, none of Bernard Haldane Associates, Defendants, or employers provided such refund or reimbursement.

20. Moreover, Defendants' written refund policy imposed conditions or restrictions upon refunds or reimbursements that were contrary to the oral representations previously made to consumers at the time they entered into the transactions with Defendants.

Defendants' Misrepresentations Regarding the Nature, Quality, or Effectiveness of Bernard Haldane Associates' Services

21. When soliciting transactions with consumers, Defendants represented that they would actively work to provide consumers who purchased their services full service job consulting services and to place these consumers with employers.

22. Defendants' representations were calculated, and did work, to effect the belief in consumers who purchased Defendants' services that Defendants' services comprised job placement services.

23. In fact, Defendants did not provide either full service job consulting or job placement services. Rather, Defendants failed to provide certain services and their services comprised merely instructions to consumers about how they could help themselves work to secure employment.

24. Defendants also made various representations regarding the quality or effectiveness of their services. Specifically, Defendants made at least the following representations:

- a. On or about January 22, 2004, Defendant Caswell told consumer Baumgartner that 1) Bernard Haldane Associates' placement of clients

was 100%; 2) consumer Baumgartner's age would not pose a problem in securing employment if he used Bernard Haldane Associates' services; 3) it would be so easy for Defendants to place consumer Baumgartner in a position that Defendant Caswell would reduce the fee consumer Baumgartner would normally have to pay for Defendants' services from \$7,350 to \$5,859; 4) after 10 days of his resume being on the Bernard Haldane Associates website, consumer Baumgartner could expect to secure three to four interviews; and 5) the fee paid to Bernard Haldane Associates was tax deductible.

- b. On or about November 10, 2003, Defendant Caswell told consumer Szymanski that 1) he had found a job for a former felon; 2) consumer Szymanski's salary would be in the \$30,000 range; 3) that in his new position, consumer Szymanski would be in the position to hire people; and 4) that employers told Defendants the questions it intended to ask during interviews with prospective employees.
- c. On or about May 24, 2004, Defendant Benton told consumer Szymanski that she was involved with Defendant Caswell in securing employment for a former felon.
- d. On or about August 21, 2004, Defendant O'Neill told consumer Clark that he would have access to an Internet website with various resources and that his resume would be posted for review by potential employers. Defendant O'Neill or one or more other Defendants told consumer Clark that his resume would be posted on September 14, 2004. In fact,

Defendants did not post consumer Clark's resume until November 4, 2004.

25. In fact, Defendants' services were not 100% effective, Defendants did not provide many of the services they stated they would provide, and Defendants' services were otherwise not as they represented to consumers.

26. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), Defendants are presumed to have represented they would either complete the subject of the consumer transactions, or issue refunds to consumers within a reasonable period of time.

27. Defendants have yet to provide the consumers specifically identified in this complaint either the services Defendants originally contracted to provide or refunds.

28. Upon information and belief, Defendants failed to provide services or refunds to other consumers not specifically identified in this Complaint.

Plaintiff's Prior Judgment Against Defendant David W. Caswell

29. On June 14, 1990, the Marion Circuit Court entered a judgment in favor of the State of Indiana and against Defendant David W. Caswell. A true and accurate copy of the Judgment is attached and incorporated by reference as Exhibit "A."

30. The judgment permanently enjoined defendant Caswell from:

- a. *Falsely representing that [he has] access to the unpublished, non-advertised job market;*
- b. *Falsely representing that [he has] local, regional, national, and international offices;*
- c. *Falsely representing that [he will] set up specific job interviews;*
- d. *Falsely representing that [he has] offered outplacement services for "Fortune 500" companies;*
- e. *Falsely representing that [his company is] the oldest and largest out-placement service in the world;*
- f. *Falsely representing that the fees paid to [him] will be refunded upon written request;*

- g. *Falsely representing that the fees paid to [him] are refundable by the hiring employee;*
- h. *Falsely representing that the fees paid to [him] are tax deductible;*
- i. *Representing that he is an attorney;*
- j. *Falsely representing that [he] will enter consumers' names and resumes in an interstate computer network accessed by potential employers; and*
- k. *Falsely representing that Indiana companies have requested [he] assist them in acquiring employees.*

VIOLATIONS OF THE INDIANA DECEPTIVE CONSUMER SALES ACT

31. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 30 and their sub-paragraphs.

32. The transactions identified in numbered paragraphs 11.a through 11.j are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

33. Defendants are “suppliers” as defined by Ind. Code § 24-5-0.5-2(a)(3).

34. Defendants knew or should have known the facts alleged in the preceding paragraphs.

Count I – Defendants’ Violations of Ind. Code § 24-5-0.5-3(a)(1)

35. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

36. Defendants misrepresented the performance, characteristics, accessories, uses, or benefits of their services sold to consumers as described in numbered paragraphs 12 through 28.

37. Defendants violated Ind. Code § 24-5-0.5-3(a)(1).

Count II – Defendants’ Violations of Ind. Code § 24-5-0.5-3(a)(7)

38. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

39. Defendants misrepresented their approval by or affiliation with certain companies specifically, and with employers generally, as described in numbered paragraphs 14 through 20.

40. Defendants violated Ind. Code § 24-5-0.5-3(a)(7).

Count III – Defendants’ Violations of Ind. Code § 24-5-0.5-3(a)(8)

41. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

42. Defendants misrepresented that their transactions with the consumers identified in this Complaint specifically, and consumers generally, involved a right, remedy, or obligation the transactions did not involve, as described in numbered paragraphs 18 through 20.

43. Defendants violated Ind. Code § 24-5-0.5-3(a)(8).

Count IV – Defendants’ Violations of Ind. Code § 24-5-0.5-3(a)(10)

44. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

45. Defendants failed to provide some or all of the services they contracted to provide to the consumers identified in this Complaint specifically, and to consumers generally, as described in numbered paragraphs 21 through 28.

46. Defendants violated Ind. Code § 24-5-0.5-3(a)(10).

**Count V – Defendant Caswell’s Violations of the
Marion Circuit Court’s Judgment**

47. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

48. Defendant Caswell’s misrepresentations, identified throughout this Complaint, violate the court-ordered injunction referenced in numbered paragraphs 29 through 30, entitling Plaintiff to enhanced civil penalties under Ind. Code § 24-5-0.5-4(f).

Count VI – Defendants’ Incurable Deceptive Acts

49. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 48 and their sub-paragraphs.

50. The consistency with which Defendants misrepresented the terms and subject of their transactions with consumers, the fact that multiple defendants repeatedly made such misrepresentations, and the fact that Defendant Caswell, who held at least a managerial or supervisory role in the corporate defendant, had previously been adjudged to have engaged in similar activities as those alleged in this Complaint, demonstrate that Defendants committed the deceptive acts identified in Counts I through IV as part of a scheme, artifice, or device, with intent to defraud or mislead.

51. Defendants have committed incurable deceptive acts under Ind. Code §§ 24-5-0.5(2)(a)(7) and 24-5-0.5-8.

RELIEF

Plaintiff, State of Indiana, requests the Court enter judgment against Defendants, Theresa M. Benton, David W. Caswell, Alfred P. O’Neill, and GCM Group of Indianapolis, Inc., for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining each Defendant from the following:

a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which Defendant knows or reasonably should know it does not have;

b. representing expressly or by implication that any supplier has a sponsorship, approval, or affiliation in a consumer transaction the supplier does not have, and which Defendant knows or should reasonably know the supplier does not have;

c. representing expressly or by implication that the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if Defendant knows or should reasonably know the representation is false; and

d. representing expressly or by implication that Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when Defendant knows or reasonably should know Defendant cannot.

Plaintiff, State of Indiana, further requests the Court enter judgment against each Defendant for the following relief:

e. cancellation of Defendant's unlawful contracts with consumers, including but not limited to all consumers referenced in paragraphs 11.a through 11.j, pursuant to Ind. Code § 24-5-0.5-4(d);

f. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of Defendants' services, including but not limited to all persons referenced in paragraphs 11.a through 11.j, in an amount to be determined at trial;

g. costs pursuant to Ind. Code §§ 24-5-0.5-4(c)(3) and 24-5-0.5-4(f), awarding the Office of the Indiana Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

h. on Counts I through IV, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;

STATE OF INDIANA
COUNTY OF MARION

SS:

IN THE MARION CIRCUIT COURT
CIVIL DIVISION
CAUSE NO. 49C01-9003-MI-0792

STATE OF INDIANA,

Plaintiff,

v.

THOMWELL DEIL AND ASSOCIATES
INC., an Indiana Corpora-
tion;

DAVID W. CASWELL,
individually and doing busi-
ness as Thomwell Deil and
Associates, Inc.,

Defendants.

FILED

JUN 14 1990

Faye I. Mowery
Clerk

JUDGMENT

Comes now the Plaintiff, State of Indiana, by James C. Spencer, Deputy Attorney General, and moves this Court for a Default Judgment against Defendants, Thomwell Deil and Associates, Inc. and David W. Caswell, in words and figures as follows, to-wit:

(H.I.)

The Court, having considered said Motion and being duly advised in the premises, now finds that this Court has jurisdiction over the parties and subject matter, that Defendants have been properly served, that Defendant, Thomwell Deil and Associates, Inc., has failed to appear, that any appearance filed on behalf of Defendant, David W. Caswell, has been withdrawn, that Defendants have not filed a responsive pleading to Plaintiff's Verified Petition for Injunction, and, accordingly, that Plaintiff's Verified Motion for Default Judgment should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, pursuant to IC 24-5-0.5-4(c), that Defendants, Thomwell Deil and Associates, Inc. and David W. Caswell, are permanently enjoined from engaging in the following acts or representations:

a. Falsely representing that they have access to the unpublished, non-advertised job market;



b. Falsely representing that they have local, regional, national, and international offices;

c. Falsely representing that they will set up specific job interviews;

d. Falsely representing that they have offered outplacement service for "Fortune 500" companies;

e. Falsely representing that they are the oldest and largest out-placement service in the world;

f. Falsely representing that the fees paid to them will be refunded upon written request;

g. Falsely representing that fees paid to them are refundable by the hiring employer;

h. Falsely representing that fees paid to them are tax deductible;

i. Representing that David W. Caswell is an attorney;

j. Falsely representing that they will enter consumers' names and resumes in an interstate computer network accessed by potential employers;

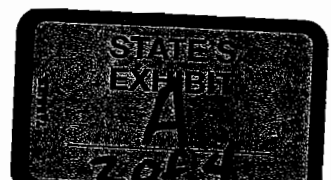
k. Falsely representing that Indiana companies have requested them to assist them in acquiring employees.

FURTHER, that all contracts entered into by consumers with Defendants, their agents, representatives, employees, successors, and assigns, which are based on the deceptive acts enumerated in Plaintiff's Verified Petition for Injunction are hereby declared void, pursuant to the authority of IC 24-5-0.5-4(d), and that all unrefunded monies, totalling at least sixteen thousand six hundred dollars (\$16,600.00), paid to Defendants as a result of those contracts, are to be returned to those consumers who have been victimized by said deceptive acts, including but not limited to the following:

a. Larry D. Kump, Route 1, Box 239 WK, Potomac Heights Falling Waters, WV 25419-9736, \$2,950.00;

b. Rhonda K. Cannell, 3816 Alameda Blvd., Apt. E46, Kokomo, IN 46902, \$650.00;

c. John M. Fields, P.O. Box 284, Marshall, IL 62441, \$650.00;



d. Richard L. Tuttle, 145 Deming Lane, Terre Haute, IN 47803, \$650.00;

e. Jane C. Melton, 4750 Wolf Tree Drive, Indianapolis, IN 47805, \$650.00;

f. Allan Moody, 2922 Windrush Drive, Fort Wayne, IN 46808, \$650.00;

g. Larry B. Kruse, 7142 Melody Lane, Fort Wayne, IN 46804, \$650.00;

h. Mark Givens, 5730 Kinlock Place, Fort Wayne, IN 46835, \$650.00

i. Gary W. Jacob, 6617 Newburgh Place, Fort Wayne, IN 46835, \$650.00;

j. Kimberly K. Caesar, 2605 White Oak Avenue, Fort Wayne, IN 46805, \$650.00;

k. Paul Miller, 4317 Upper Mount Vernon Road, Evansville, IN 47712, \$650.00;

l. Ronald S. Ivkovich, 52091 Farmington Square Road, Granger, IN 46530, \$650.00;

m. John R. Clarke, 6318 Alvarez Drive, Fort Wayne, IN 46815, \$625.00;

n. Monte Ice, 1710 Kentucky Avenue, Fort Wayne, IN 46805, \$650.00;

o. William D. Paepflow, 51921 White Stable Lane, South Bend, IN 46637, \$650.00;

p. Steven E. Treble, 2303 Normandy, Apt. 1A, Michigan City, IN 46360, \$650.00;

q. Steven A. Piccione, 7783 Kemble Court, Fishers, IN 46038, \$650.00;

r. Larry L. Price, 1540 Dan Jones Road, Plainfield, IN 46168, \$1,975.00.

s. Greg Ladd, 5224 Bluffside, Fort Wayne, IN 46835, \$650.00;

t. Chip Olsen, 413 W. Sherwood Terrace, Fort Wayne, IN 46835, \$650.00.



FURTHER, Defendants are ordered, pursuant to IC 24-5-0.5-4(g), to pay civil penalties totalling ten thousand dollars (\$10,000.00), payable to the State of Indiana.

FURTHER, Defendants are ordered, pursuant to IC 24-5-0.5-8, to pay additional civil penalties totalling ten thousand dollars (\$10,000.00), payable to the State of Indiana.

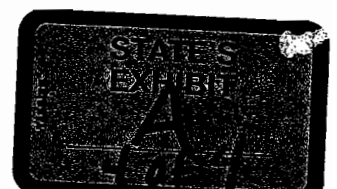
FURTHER, Plaintiff, State of Indiana, is hereby awarded its costs in the investigation and prosecution of this action against Defendants in the amount of three thousand dollars (\$3,000.00), payable to the Office of Attorney General.

FURTHER, that the total Judgment against Defendants is thirty-nine thousand six hundred dollars (\$39,600.00), plus court costs.

JUDGMENT ORDERED, ADJUDGED AND DECREED this ^{JUN 14 1990} day
of _____, 1990.

John M. Ryan

Judge, Marion Circuit Court



39. Defendants misrepresented their approval by or affiliation with certain companies specifically, and with employers generally, as described in numbered paragraphs 14 through 20.

40. Defendants violated Ind. Code § 24-5-0.5-3(a)(7).

Count III – Defendants’ Violations of Ind. Code § 24-5-0.5-3(a)(8)

41. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

42. Defendants misrepresented that their transactions with the consumers identified in this Complaint specifically, and consumers generally, involved a right, remedy, or obligation the transactions did not involve, as described in numbered paragraphs 18 through 20.

43. Defendants violated Ind. Code § 24-5-0.5-3(a)(8).

Count IV – Defendants’ Violations of Ind. Code § 24-5-0.5-3(a)(10)

44. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

45. Defendants failed to provide some or all of the services they contracted to provide to the consumers identified in this Complaint specifically, and to consumers generally, as described in numbered paragraphs 21 through 28.

46. Defendants violated Ind. Code § 24-5-0.5-3(a)(10).

**Count V – Defendant Caswell’s Violations of the
Marion Circuit Court’s Judgment**

47. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 34 and their sub-paragraphs.

48. Defendant Caswell’s misrepresentations, identified throughout this Complaint, violate the court-ordered injunction referenced in numbered paragraphs 29 through 30, entitling Plaintiff to enhanced civil penalties under Ind. Code § 24-5-0.5-4(f).

Count VI – Defendants’ Incurable Deceptive Acts

49. Plaintiff re-alleges and incorporates by reference numbered paragraphs 1 through 48 and their sub-paragraphs.

50. The consistency with which Defendants misrepresented the terms and subject of their transactions with consumers, the fact that multiple defendants repeatedly made such misrepresentations, and the fact that Defendant Caswell, who held at least a managerial or supervisory role in the corporate defendant, had previously been adjudged to have engaged in similar activities as those alleged in this Complaint, demonstrate that Defendants committed the deceptive acts identified in Counts I through IV as part of a scheme, artifice, or device, with intent to defraud or mislead.

51. Defendants have committed incurable deceptive acts under Ind. Code §§ 24-5-0.5(2)(a)(7) and 24-5-0.5-8.

RELIEF

Plaintiff, State of Indiana, requests the Court enter judgment against Defendants, Theresa M. Benton, David W. Caswell, Alfred P. O’Neill, and GCM Group of Indianapolis, Inc., for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining each Defendant from the following:

a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which Defendant knows or reasonably should know it does not have;

b. representing expressly or by implication that any supplier has a sponsorship, approval, or affiliation in a consumer transaction the supplier does not have, and which Defendant knows or should reasonably know the supplier does not have;